

**EXHIBIT 5.02**  
**DETAILED SCOPE OF SERVICES**

## **RESIDENTIAL REFUSE CONTAINERS**

### **1.01 Containers for Residential Refuse**

**A. Contractor to Provide Refuse Carts for Unlimited Refuse Collection Service.** Contractor will provide each Residential Waste Generator subscribing to unlimited collection service with the Waste Generator's choice of a 64 or 96-gallon plastic wheeled cart for storage of Refuse as determined by Customer preference. Contractor will provide carts by the next regularly scheduled collection service day for that Waste Generator's route following that Waste Generator's request for service. Contractor will procure those carts in a color and design approved by City. If a residential Waste Generator does not wish to use the cart, Contractor will remove the cart from the Waste Generator's premises.

**B. Waste Generators to Provide Refuse Cans for Baseline Refuse Collection Service.** Waste Generators residing in Residential dwellings who subscribe to baseline (single can) residential service will provide, at their sole expense, a 32-gallon plastic or metal can for storage of Refuse.

**C. Curbside Location of Containers.** Contractor will collect the following containers at curbside:

- (1) plastic wheeled carts provided for unlimited service in accordance with subsection 1.01A
- (2) standard metal or plastic (maximum 32-gallons in size) containers, plastic bags, and boxes not larger than 3' x 2' x 2' or weighing more than 25 pounds
- (3) 32-gallon standard plastic or metal container for baseline service in accordance with subsection 1.01B.

## **SOLID WASTE COLLECTION PROGRAM STANDARDS**

**1.02 Holidays.** Contractor need not maintain regular collection schedules on the following holidays: Thanksgiving Day, Christmas and New Years Day. In years when these holidays fall on a regular collection day, Contractor will make collection for these holidays 1 day following the holiday. If the holidays fall on a Saturday, Contractor will make collections the following Monday.

2 weeks prior to the holiday, Contractor will send a direct mail flyer to affected Waste Generators announcing the pick-up schedule for each holiday.

**1.03 Customer Service Performance Standards.** Contractor will provide customer services at not less than the levels set forth in this Section.

**A. Customer Service System.** Contractor will maintain a computerized customer service system that contains sufficient information to answer customer service inquiries and has the capacity to maintain an account history of at least 18 months. Contractor will maintain any older account information on microfiche or a comparable system acceptable to City for a minimum of 5 years. Contractor will give City access to these records during Working Hours.

**B. Customer Service Records.** Contractor will make all customer service records and logs kept by Contractor available to City upon City request and at no cost to City.

**C. Access to Customer Service Department.** Contractor will provide City access to Contractor's customer service department at any time during regular City business hours for purposes including monitoring the quality of customer service or researching customer complaints.

**D. Telephone System.** Contractor will install telephone equipment in accordance with Section 6.05D of the Agreement.

**E. Complaint Documentation.** Contractor will maintain daily complaint logs in accordance with Section 6.06. Contractor will retain those logs for a minimum of 24 months and make them available to City at all times.

Contractor will respond to all complaints received within the time required under Section 6.06 of the Agreement. If appropriate, Contractor will make written communication of the response of Contractor to the caller within 5 Working Days of receipt of the complaint.

Contractor will date-stamp all written Waste Generator complaints and inquiries when received. If appropriate, Contractor will make written communication of the response of Contractor to the Waste Generator within 5 Working Days of receipt of the inquiry. Contractor will resolve all written

complaints and inquiries to the satisfaction of City, within 10 Working Days of receipt of the complaint or inquiry.

**[1.03]F. Record of Non-Collection.** If Contractor does not collect any Solid Waste delivered by Waste Generators for collection, Contractor will leave a tag at least 2" by 6" indicating the reasons for refusal to collect the Solid Waste, either in writing or by means of a check system. At City request, Contractor will deliver a copy of that tag, along with the name and address of the party tagged to City on the day after the tagging.

In addition, Contractor will maintain at its place of business a log book listing all taggings, containing the names and addresses of the parties involved, and recording the date of the tagging, nature of same and date and manner of disposition of each case. Contractor will keep that log so that it may be conveniently inspected by representatives of City upon request. Contractor will retain that log for the Term.

**G. Customer Satisfaction Survey.** At City's own expense, City may conduct surveys to determine customer satisfaction. If, as a result of any survey City determines that adequate customer service quality is not being maintained, Contractor will take whatever action is deemed necessary by City to bring service to an acceptable level. The results of surveys will be made available to Contractor upon request.

**H. Route Documents.** Contractor will maintain a routing system and make available to City upon request and at no cost to City, documents containing at least the following original information:

- (1) maps, lists and sequence of all stops on all routes
- (2) route number, name, address, day and type of collection
- (3) streets serviced
- (4) for accounts billed by Contractor, those addresses without active accounts and the date service terminated
- (5) addresses subscribing to one of the special service options and which option it is
- (6) detailed service information reported by City (such as location of containers on a corner lot)

**I. Notice of Service Complaints.** City will print a message (which contains the Contractor's telephone number) on the

utility bill describing that service complaints or questions should be phoned directly to the Contractor. All bills generated by Contractor for roll-off and "on-call" service will include a message containing Contractor's telephone number and directing Waste Generators with complaints to call Contractor directly.

**[1.03]J. Coordination with City's Utility Billing System**

1. **Access to City's Database.** Contractor will remotely access City's database of City's utility billing system for the sewer, water and garbage services, using a Virtual Private Network (VPN) or other method directed by City.

2. **Tie Line.** The Contractor will provide a direct voice communications phone link between Contractor and City. The Contractor will bear the cost of installing the phone line as well as the monthly charges. The phone link will allow both the City staff and the Contractor's staff to transfer phone calls from Waste Generators to the appropriate City or Contractor service staff. City's Information Management Department will work with Contractor to implement the phone link.

3. **City-Initiated Service.** City's Revenue Division will record and notify Contractor of all service orders received from Waste Generators whose billing is maintained by City in its utility billing system, such as some Waste Generators who request "on-call" service. Service orders include:

- (1) starting new service,
- (2) changing existing service level,
- (3) stopping existing service
- (4) changing identity of Waste Generator (ownership or occupancy)
- (5) changing container size, type or number,
- (6) changing frequency of pickup,
- (7) changing container location,
- (8) subscribing to backyard service for disabled or elderly in accordance with Section 1.04B, and
- (9) subscribing to push-out service at Commercial/Industrial or Multi-Unit Residential Premises.

If Contractor receives service orders from Commercial/Industrial Waste Generators and their billing is maintained by City, Contractor will transfer telephone

calls to City's Revenue Division and transmit non-telephonic orders to City via Contractor's electronic transfer system for recording in City's municipal utility billing system.

**4. Contractor-Billed Service: On-call Roll-off.**

Contractor will record and implement, as described in preceding paragraph 3, all service orders that Contractor receives from Waste Generators, whose service accounts are not programmed into City's utility billing system, including roll-off and most "on-call" service requested from Contractor by Waste Generators.

**5. Other Data Needs.**

Contractor will transmit monthly (or as soon as possible upon direction of City, not less than 2 Working Hours) to City information about all service that Contractor provides (such as on-call), including the names and addresses of Waste Generators, bin size, number and dates of pick-ups and amounts billed. City may request such other information from Contractor as City needs to monitor the Agreement. Staff from City's Information Management Services Department and Contractor will work together to implement exchange of this data.

**K. Monthly Reporting.** By the 5<sup>th</sup> day of each month Contractor will deliver to City a complaints report in accordance with Section 6.06 of the Agreement printed on recycled paper in accordance with Section 6.03 of the Agreement. City may review this report and audit selected items on a sample basis.

**L. Hazardous Waste and Medical Waste Training.** Contractor will train its employees to identify and not collect Hazardous Waste or Medical Waste during the performance of their duties.

**M. Collection Regardless of Difficulty.** Contractor will provide collection service regardless of the difficulty in making collection or the quantity of solid waste generated by subscribers to unlimited service if it is safe for Contractor's personnel to do so.

**N. Entry onto Private Property.**

1. If a homeowner's association provides bins for the association members' use, unless specifically forbidden, Contractor may enter onto private property to collect the Refuse in the association's bin.

**2. Disabled and Elderly Rear Yard Service; Push Out Service.** Contractor may enter onto private property to provide rear yard services to the disabled or elderly in accordance with Section 1.04B1 and push out service to Waste Generators who subscribe to push out service in accordance with Section 1.04B2.

Contractor will promptly repair any damage caused to private property resulting from actions under its control and/or negligence on the part of its employees or agents.

O. Push Out Service. Upon direction of Waste Generator and specification in that Waste Generator's service subscription, Contractor will provide push out service for Solid Waste (including Refuse and Recyclable Materials) to Multi-Unit Residential Premises and Commercial/Industrial premises. Contractor will commence push out service on the next regularly scheduled collection service day for that Waste Generator's route following that Waste Generator's request for push out service. Push out services are comprised of exiting from the collection vehicle, moving the Waste Generator's container from its storage place to vehicle for collection, and returning it to its storage place.

## **RESIDENTIAL REFUSE COLLECTION PROGRAM**

### **1.04 Single-Unit Dwellings**

A. Regular Services. Contractor will collect Refuse delivered to curbside at Residential premises of Waste Generators subscribing to unlimited or baseline service in accordance with Section 1.01A or B, respectively, at least once each week, Monday through Friday, on the same regularly scheduled collection day determined by Contractor. Contractor will commence collection on the next regularly scheduled collection service day for that Waste Generator's route following that Waste Generator's request for service.

B. Rear Yard Services for Disabled or Elderly. At the request of City, Contractor will collect Solid Waste (including Refuse, Recyclable Material and Yardwaste) in the rear yard of Residential premises of Waste Generators who are disabled or elderly, at least once each week, Monday through Friday, on the same regularly scheduled collection day determined by

Contractor. Contractor will commence collection on the next regularly scheduled collection service day for that Waste Generator's route following City's request for service. For purposes of this Section "disabled or elderly residents" are those Waste Generators who, due to age or disability are physically unable to bring their containers to the curb. City will determine whether a Waste Generator is eligible for this type of service. Rear yard service is comprised of exiting from the collection vehicle, moving the Waste Generator's container from its storage place to vehicle for collection, and returning it to its storage place.

**[1.04]C. Special Pickup Services.** Contractor will provide special pickup service for furniture, appliances, and other large bulky items at the request of Waste Generators in accordance with the rate schedule provided by City. Contractor will report to City the following information:

- (1) the amount of Solid Waste it collects,
- (2) the charges to be billed to the Waste Generator,
- (3) the Waste Generator name, address, account number, and
- (4) all other pertinent information required by City to bill Waste Generators for this service in accordance with Section 6.01 of the Agreement.

**D. Spring and Fall Special Collections at Residential Premises.** Contractor will conduct a 4-week spring clean-up collection and a 4-week fall clean-up collection annually for all Residential Waste Generators in accordance with Section 5.04B of the Agreement, regardless of whether those Waste Generators subscribe to baseline or unlimited collection service in accordance with Section 1.01A or B, respectively, held on various dates specified by City. Spring and fall clean-ups will consist of at least 4 separate pickups in each 4-week period coinciding with the Waste Generators' regular pickup schedule. Contractor will not accept loose rocks and dirt, and automobile parts. Contractor will accept Solid Waste that includes:

- (1) tree trimmings and wood tied in bundles that are less than 1 foot in diameter and 4 feet in length,
- (2) bundled newspapers and magazines,
- (3) old household items, furniture and appliances, and
- (4) unauthorized containers.

Contractor will send all Waste Generators a direct mail flyer announcing each spring and fall cleanup at least 3 weeks prior to the event, including any information provided by City.

Contractor will submit the flyer to City's Director of Public Works for approval 1 month prior to the mailing deadline.

Contractor will also place an ad in a newspaper of general circulation in the City advertising each special collection event 1 week prior to the event. Contractor will submit the size and text of the ad to City's Director of Public Works for approval 3 weeks prior to the publication date.

Contractor will cooperate with City's efforts to recycle or promote re-use of items collected during special cleanup events, including wood and yard trimmings, furniture, toys, household appliances and clothing.

**[1.04]E. Container Specifications.** Contractor will collect Refuse delivered in the following containers:

- (1) carts provided by Contractor, and
- (2) containers provided by Waste Generators, including cans, plastic bags, and cardboard boxes weighing no more than 25 pounds and measuring not more than 3' x 2' x 2'.

**F. Collection Schedule and Routes.** Contractor will give City written collection schedules and maps in accordance with Section 6.05E of the Agreement. Each December Contractor will mail collection schedules (including a holiday pick-up schedule) for the entire upcoming calendar year directly to each Waste Generator. Contractor will submit the schedule together with any other Customer correspondence to City for approval 1 month prior to the deadline for mailing.

**G. Change of Collection Days.** Contractor will send City written notice of changes in regularly scheduled collection days at least 30 days before notifying Waste Generators of the change. Contractor will obtain City's written approval prior to notifying Waste Generators of the change, which approval will not be withheld unreasonably. At least 30 days prior to the change, Contractor will give affected Waste Generator direct written notice. Contractor will also publish an announcement approved by City in a newspaper of general daily circulation.

**H. Routing.** Contractor will collect Refuse from Residential premises using 8 one-person automated routes and 2 two-person semi-automated rear load routes.



# RESIDENTIAL CURBSIDE RECYCLING PROGRAM

## [1.04]I. Residential Curbside Recycling Program.

**1. Residential Recyclable Materials; Frequency; Commencement etc.** Contractor will collect the following Recyclable Materials on the same day as Refuse collection ("**Residential Recyclable Materials**"):

- (1) newspapers,
- (2) glass,
- (3) metal
- (4) cans,
- (5) motor oil,
- (6) used motor oil filters,
- (7) household batteries,
- (8) plastic containers,
- (9) cardboard, and
- (10) additional materials required by City.

Contractor will collect Residential Recyclable Materials from:

- (1) the curb of all Residential premises within the City,
- (2) the curb or close-by areas of specified Multi-Unit Residential premises within the City as directed by City, and
- (3) at City request, the rear yard or other designated areas of disabled or elderly Residential Waste Generators.

Contractor will operate 5 routes to collect Residential Recyclable Materials.

**[1.04I]2. Program Publicity.** The Contractor will provide program publicity, including at least 2 flyers mailed to all Sunnyvale residents each year and approved by City prior to mailing.

### **3. Equipment.**

**a. Containers.** Contractor will provide each Residential premise with a 64-gallon Toter split-cart (or other container approved by City) in color and design approved by City, by the next regularly scheduled collection service day for that Waste Generator's route following that Waste Generator's

request for service.

**b. Collection Vehicles.** Contractor will collect Residential Recyclable Materials using 5 semi-automated split-body vehicles. Contractor will procure trucks with bodies that carry newspaper and containers in separate compartments and provide space for collecting cardboard and household batteries and racks that hold and provide secondary containment for used oil jugs and oil filters.

#### **4. Used Oil and Oil Filter Recycling Program.**

**a. Collection.** Contractor will collect used oil and oil filters each week from Waste Generators who are eligible to participate in the residential curbside recycling program.

Contractor will deliver used oil and oil filters to the Transfer Station or other facility specified by City.

**b. Customer Education.** Contractor will provide Waste Generators with written information approved by City about the used oil and oil filter recycling program, including clear instructions on how to properly place the containers for collection.

**c. Container Specifications.** Contractor will provide program participants with zipper lock plastic bags for used oil filter collection and plastic screw top 1 gallon jugs for used oil collection, or other container agreed upon between City and Contractor.

**[1.04I4]c. Container Labels.** Contractor will label the zipper lock bags and jugs to indicate that they are for the curbside used oil filter and used oil recycling program, describe their handling procedures, and list Contractor's telephone number.

**d. Container Delivery and Replacement.** Contractor will deliver jugs for recycling used oil and containers for recycling used oil filters requested by participants by the participant's next regularly scheduled Refuse collection day. When Contractor collects 1 jug or container, respectively, from a participant, Contractor will leave an empty replacement jug or container. When Contractor

collects 2 jugs or containers, respectively, from a participant, Contractor will leave 2 replacement jugs or containers. When Contractor collects more than 2 used jugs or containers, respectively, from a participant, Contractor will leave 2 replacement jugs or containers.

## **RESIDENTIAL YARDWASTE RECYCLING PROGRAM**

### **[1.04]J. Residential Yardwaste Recycling Program**

**1. Amount of Yardwaste to be Collected.** Contractor will collect unlimited quantities of Yardwaste that Waste Generators have separated and delivered for collection at Residential premises in the City. Contractor will commence collection on the next regularly scheduled Refuse collection day. Contractor will collect Yardwaste in:

- (1) 64 or 96 gallon capacity cart provided by Contractor in accordance with paragraph 1.05J4 below,
- (2) separate containers up to 32 gallons capacity (including paper bags no greater than 20 gallons in capacity) identified by color, signage or proximity to the Yardwaste cart as containing Yardwaste, and
- (3) tied bundles not exceeding 4 feet in length and 1 foot in diameter.

Contractor will consider Yardwaste contained in plastic bags to be refuse and Contractor will collect it with refuse, unless otherwise directed in writing by City.

### **[1.04J]2. Location of Yardwaste to be Collected.**

Contractor will collect Yardwaste that has been separated and delivered for collection at the curbside, or at rear yard locations by occupants who are eligible for rear yard collection of Refuse as elderly or disabled, in accordance with Section 1.04B of this Exhibit.

**3. Frequency of Collection.** Contractor will collect Yardwaste each week on the same day as Refuse collection, from each Residential premise.

**4. Yardwaste Carts.** Contractor will provide each

Residential premise with a 96 or 64 gallon capacity wheeled cart for Yardwaste, by the next collection service day for that Residential premises route following that Residential Waste Generator's request for service. Yardwaste carts must be of a color and design acceptable to City.

**5. Trucks.** Contractor will collect the Yardwaste using 5 one-person automated vehicles, subject to City approval of the specifications of the trucks prior to purchase as described in Section 5.14B of the Agreement.

**6. Number of Routes.** Contractor will operate 4.8 routes to collect Yardwaste from Residential premises

**7. Public Education.** Contractor acknowledges that public education is important to encourage participation in the Yardwaste recycling program, to help increase route efficiency by having Yardwaste clearly identifiable, and to minimize contamination. Semi-annually, Contractor will prepare and mail to all residents a pamphlet including:

- (1) an update on the Yardwaste program,
- (2) reminders of acceptable materials,
- (3) a list of sources of information on Yardwaste available to residents, and
- (4) related information.

Contractor will submit the pamphlet to City for review and approval prior to distribution.

## **MULTI-UNIT RESIDENTIAL PREMISES REFUSE COLLECTION PROGRAM**

### **1.05 Multi-Unit Residential Premises**

**A. Services.** Contractor will collect Refuse at Multi-Unit Residential premises on days and at frequencies that the Waste Generator and Contractor mutually determine, at least once each week, Monday through Saturday. Contractor will commence collection on the next regularly scheduled collection day following that Waste Generator's request for service. Contractor will provide push-out service described in Section 1.04B2 of this Exhibit at request of Multi-Unit Residential Premises Waste Generators.

**B. Containers.** Contractor will provide bins in sizes requested by the Waste Generators for storage of Refuse by the next Working Day following that Waste Generator's request for service. Waste Generators may elect to provide their own bins for storage of Refuse. Contractor will maintain its bins and keep them clean, odor free and in good repair. Contractor will paint and steam clean its bins at least once each year, or more frequently at the request of City.

## **MULTI-UNIT RESIDENTIAL PREMISES RECYCLING PROGRAM**

### **[1.05]C. Multi-Unit Residential Premises Recycling Program**

#### **1. Collection of Recyclable Materials.**

**a. Regular Collection.** Contractor will collect the following Recyclable Materials ("**Multi-Unit Residential Recyclables**") from all Multi-Unit Residential Premises within the City once each week (Monday through Friday). Contractor will commence collection on the Waste Generator's next regularly scheduled Refuse collection day. Multi-Unit Residential Recyclables include:

- (1) newspaper,
- (2) glass,
- (3) metal cans,
- (4) plastic containers,
- (5) used motor oil, and
- (6) oil filters.

**b. Special Collection.** If a Multi-Unit Residential Premises has an occasional need for extra collection, Contractor will provide pickup within 48 hours from the first 2 requests in a calendar year. Contractor is not—required to provide a special collection upon receipt of a third request. However, Contractor will thereafter provide additional service (e.g., by supplying more carts in sufficient numbers) at no extra cost.

Contractor will make recycling services available to every resident of the City, either through this Multi-Unit program or through the existing Residential curbside

collection program.

**[1.05C]2. Hours of Collection.** Contractor will collect Multi-Unit Residential Recyclable Materials between the hours of 7 a.m. and 8 p.m. daily.

**3. Equipment.** Contractor will furnish all equipment necessary for collection of Multi-Unit Recyclable Materials from all Multi-Unit Residential Premises.

**a. Collection Carts.** Contractor will provide each Multi-Unit Residential Premises with 96 gallon capacity, wheeled carts with lids by the next Working Day (except Saturday) following that Multi-Unit Residential Premises' request for service that are compatible with side load collection vehicles and manufactured by Otto Industries, Inc. (Model No. Otto 95) or Toter, Inc. (Model No. 60001) or equivalent approved by City. Contractor will imprint the carts with the recycling logo and the type of material to be placed in each cart (e.g., "newspaper"). Contractor will also affix labels describing the desired contents of each cart (e.g., "Newspapers" or "Bottles and Cans") to each cart. The cart color(s), imprints and labels are subject to City approval. Contractor will promptly replace lost and damaged carts that cannot be repaired. Contractor will clean carts at a frequency sufficient to maintain them in a clean and attractive condition.

If a Multi-Unit Residential Premises consistently has more Multi-Unit Residential Recyclable Materials than can be accommodated by the number of carts that Contractor initially distributes, Contractor will distribute additional carts and/or increase the frequency of collection as needed without charge.

**[1.05C3]b. Used Motor Oil Jugs and Zipper Bags.** Contractor will contact the owner or manager of each Multi-Unit Residential complex to determine whether they wish to participate in the collection of used motor oil. For each complex that elects to participate, Contractor will deliver a secondary containment storage container and 4 to 9 empty plastic screw-top 1-gallon jugs by the next Working Day (except Saturday) following that owner or manager's request

for service.

Contractor will also deliver 4 to 9 heavy duty zipper lock plastic bags with the oil jugs, to be used for the collection of used oil filters.

Contractor will label the jugs and bags to indicate their recycling purpose, handling procedures and Contractor's telephone number. The content and appearance of the label are subject to City approval.

Contractor will place the jugs and plastic bags in the storage container that will act as secondary containment. Contractor will purchase a total of 3,000 one-gallon jugs, 3,000 oil filter bags, and 350 storage containers for program start-up. Contractor will purchase jugs, bags and containers as needed to replace lost or damaged jugs/bags/containers or to accommodate growth in participation.

Contractor will collect used motor oil and filters weekly and at the same time leave a clean, empty plastic jug and bag to replace each one of those collected. Contractor will clean storage containers at least once annually and will maintain storage containers so that they are clean and in compliance with applicable regulations at all times.

**4. Trucks.** Contractor will collect the Multi-Unit Recyclable Materials initially using one-person semi-automated side load vehicles having the following specifications:

(1) **Body** -side-loading split body, 40 cubic yard capacity.

(2) **Compartments**-two compartments, divided as follows:

(i) 16-22 cubic yard compartment, with compactor, for newspaper;

(ii) 15-21 cubic yard compartment, with compactor, for commingled materials.

(3) **Racks** that hold and provide secondary containment for used oil jugs and oil filters.

[1.05C]5. Waste Generators' Household Containers. City or Contractor may distribute individual household containers in Multi-Unit Residential Premises for in-home recycling. On or before the next regularly scheduled collection day, Contractor will replace containers that Waste Generators report lost, stolen or damaged. Within one week of request by a Waste Generator or the owner or manager of a Multi-Unit Residential Premise, Contractor will provide new Waste Generators moving into Multi-Unit Residential Premises with household recycling containers.

D. Number of Routes. Contractor will operate 1.2 routes to collect Multi-Unit Residential Recyclable Materials. As additional Multi-Unit Residential Premises are constructed and occupied, Contractor will update the route maps and route lists.

E. Personnel. Contractor will provide properly trained personnel as necessary to perform all tasks required for collection of Multi-Unit Residential Recyclable Materials.

F. Ownership and Delivery of Multi-Unit Residential Recyclable Materials.

1. Ownership. Ownership of all Multi-Unit Residential Recyclable materials collected by Contractor will reside with the City, and any revenues resulting from the sale of these materials will belong to the City.

2. Delivery. Contractor will deliver all Multi-Unit Residential Recyclable Materials that it collects, including used motor oil and used oil filters, to the Transfer Station or other location directed by City.

G. Record keeping and Reporting. Contractor will collect the following data:

- (1) program participation,
- (2) weights of materials collected by route and day,
- (3) frequency of collection,
- (4) missed pick ups and
- (5) complaints.

Contractor will summarize this information in a format approved by City and submit it to City in the monthly report described in Section 6.03 of the Agreement.

[1.05]H. Public Education. Contractor acknowledges that public



education is important to encourage participation in the Multi-Unit Recycling Program by residents of Multi-Unit Residential Premises, to encourage cooperation by owners and managers of Multi-Unit Residential Premises, and to minimize contamination of collected materials, and that ordinary public education media are not fully effective in contacting those owners, managers and residents. Therefore, Contractor will use, in a creative fashion, both ordinary and alternative media to initiate and maintain information channels with this multi-unit community. Contractor will conduct, at a minimum, the following public education program:

1. **Television.** Semi-annually, Contractor will provide text to City staff for posting of informational notices on cable television government access channels.

2. **Quarterly Pamphlets.** In addition to distributing other Public Information Materials to Waste Generators required by City, on a quarterly basis (i.e., every 3 months), Contractor will prepare and mail to all residents of Multi-Unit Residential Premises a pamphlet in media directed by City (including printed and electronic) with an update on the program, reminders of acceptable materials, a list of sources of recycling information, source reduction information, and related information.

3. **Problems.** Contractor will develop and distribute public education materials to Waste Generators resident in Multi-Unit Residential Premises that experience problems with recycling (including used oil recycling), and the managers and owners of those Multi-Unit Residential Premises. Contractor will report to City in its monthly report delivered in accordance with Section 6.03 on the status of those Multi-Unit Residential Premises' recycling participation and identification and discussion of any problems that may contribute to lack of participation.

I. **City Review.** Contractor will submit all materials in all media distributed for promotion and public education for review and approval by City staff at least 4 weeks prior to its scheduled publication or distribution.

J. **Christmas Tree Collection at Multi-Unit Residential Dwellings.** Beginning January 2 of each year and continuing for the number of weeks specified by City, Contractor will collect Christmas trees from Multi-Unit Waste Generators upon request of those Waste Generators or City.

# COMMERCIAL/INDUSTRIAL REFUSE COLLECTION PROGRAM

## 1.06. Commercial/Industrial Collection - Can Service, Bin Service and Drop Boxes/Compactors

### A. Service Provided.

1. Frequency and Commencement. Contractor will collect all Solid Waste at Commercial/Industrial premises at least once each week, Monday through Saturday, commencing on the next regularly scheduled collection day following that Commercial/Industrial Waste Generator's request for service. Contractor will provide push-out service described in Section 1.04B2 of this Exhibit at request of Commercial/Industrial Generators at rates established by City.

Contractor will provide special collection services as requested by the Commercial/Industrial Waste Generator at rates established by City.

2. Containers. Contractor will collect Refuse in both Contractor-supplied and Waste Generator-supplied 32-gallon cans, wheeled carts, bins up to 6 cubic yards, roll-off boxes and compactors.

3. Changes in Schedule. Contractor will obtain written approval from City prior to any change of collection days. Such approval will not be withheld unreasonably. If Contractor changes a regularly scheduled collection day, Contractor will notify each affected Waste Generator not less than 30 days before the change in writing mailed to that Waste Generator and public announcement approved by City and published in a newspaper of general daily circulation in City. Contractor will send written notice of those changes to City 30 days before Contractor notifies the Waste Generator.

B. Containers Provided by Contractor. Contractor will provide the number and capacity bins and roll-off boxes (but not compactors) requested by Commercial/Industrial Waste Generators in sizes ranging from 1 to 30 cubic yards. Contractor will deliver those bins or roll-off boxes by the next Working Day following that Waste Generator's request for service. Contractor

will maintain a bin-cleaning facility and will paint and steam clean its bins at least once each year, or more frequently at the request of City without charge to the Waste Generator.

Contractor will collect all Refuse placed in containers.

**C. Removal of Containers upon Cancellation.** Upon cancellation of any service by the Waste Generator, or upon notification of cancellation of service by City, Contractor will remove all containers previously supplied by Contractor from the premises of the Waste Generator within 7 days. Upon notification of a requested start or change in service by either a Waste Generator or City, Contractor will deliver containers to Waste Generators by the next Working Day.

**D. Notices Regarding Collection Requirements.** Within 7 days after receiving telephone or written notice from a Waste Generator or City that a formerly unoccupied Multi-Unit Residential Premise or a Commercial/Industrial premise is occupied, or that a change of ownership of an occupied Multi-Unit Residential Premise or Commercial/Industrial premise has occurred, and if Waste Generator (either owner or occupant) has failed to request service for collection of municipal Refuse, Contractor will give written notice to that Waste Generator that weekly collection service is required by City ordinance. Contractor will send a copy of that written notice to City at the same time it sends the notice to that Waste Generator.

## **COMMERCIAL / INDUSTRIAL RECYCLING PROGRAM**

### **[1.06]E. Commercial/Industrial Recycling.**

**1. Frequency and Commencement.** Contractor will collect Recyclable Materials prescribed by City ("**Commercial/Industrial Recyclable Materials**") from all Commercial/Industrial premises within the City each week. Contractor will commence collection on the next regularly scheduled collection day following that Waste Generator's request for service. Contractor will provide a liaison person to set up, coordinate and promote the collection of the Commercial/Industrial Recyclable Materials.

**2. Containers.** Contractor will provide Commercial/Industrial premises with bins of varying sizes or other appropriate containers, if approved by City, for

storage of Commercial/Industrial Recyclable Materials by the next Working Day (other than Saturday) following that Waste Generator's request for service.

**3. Routes, Vehicles and Drivers.** Contractor will develop, publicize and operate 2 dedicated front-end load vehicle routes (one 5 days and one 4 days per week, 8 hours per day) and drivers, as may be increased or decreased upon City direction, for the exclusive collection of Recyclable Materials from Commercial/Industrial premises as directed by City.

**4. Record Keeping and Reporting.** Contractor will report monthly or as requested by City the amount of Commercial/Industrial Recyclable Materials collected and the participants in the Commercial/Industrial recycling program.

**5. Delivery of Commercial/Industrial Recyclable Materials.** The Contractor will deliver the Commercial/Industrial Recyclable Materials to the Transfer Station or to another materials broker as directed by City.

## **INSTITUTIONAL FACILITIES REFUSE AND RECYCLING COLLECTION PROGRAM**

### **1.07 City-listed Institutional Facilities**

**A. Regular Services.** Contractor will collect Refuse from institutional facilities identified by City. Contractor will provide collection services on a Monday through Friday basis except in case of emergency when City may request Sunday service.

#### **B. Special Services.**

**1. Litter Containers.** Contractor will collect Refuse from all City-owned litter containers located throughout the City and from litter containers located at bus stops throughout the City at least 3 times each week and more frequently if needed or requested by City. Contractor will replace plastic liners inside the litter containers if damaged or missing. Contractor will pick up litter located in and around litter containers.

## 2. Special Events.

a. Events. Contractor will collect beverage containers and other recyclable materials and Refuse from the following special events:

- (1) the Art and Wine Festival held in June or July in the downtown area;
- (2) the Sunnyvale Employees Picnic held in September,
- (3) the Wednesday Music and Market events,
- (4) the July 4th City-sponsored event
- (5) DPS pancake breakfast
- (6) Hands on the Arts
- (7) DPW picnic
- (8) Phatty Patty
- (9) International Street Fair
- (10) State of the City
- (11) National Night Out
- (12) Health and Safety Fair
- (13) Thai Festival
- (14) school Walk-a-thons/ Events
- (13) up to 5 other events to be selected by City each year.

City may change dates and locations of events or substitute new events in place of those listed above.

b. Container Number, Delivery and Removal. Contractor will provide an adequate number of containers to allow convenient disposal for participants at each event, marked to indicate their use, subject to City approval. Contractor will place containers no later than early the morning prior to the start of the event. Contractor will empty containers as needed during the event to prevent overflow of recyclables. Contractor will remove containers within 12 hours of the conclusion of the event.

c. Ownership of Recyclable Materials. City owns all Recyclable Materials collected by Contractor. Any revenues resulting from the sale of those Recyclable Materials belong to City.

d. Delivery of Recyclable Materials. Contractor will take all material collected to the Transfer Station or other destination directed by City. City will receive the revenues from the sale of the recyclable materials.

### **3. Institutional Facility Recycling.**

**a. Scope.** Contractor will collect source-separated Institutional Recyclable Materials listed in paragraph c below from City and other institutional locations listed on Attachment 1.07 to this Exhibit.

**b. Frequency of Collection.** Contractor will weekly collect source separated Institutional Recyclables Materials listed in the following paragraph 1.07B3c at the frequency specified in Attachment 1.07 of this Exhibit.

Contractor will collect full or overflowing containers within 24 hours of notification.

Contractor will provide an office cleanup recycling service on an "on call" basis.

**[1.07B3]c. Materials Collected.** Contractor will collect any or all of the following Recyclable Materials ("**Institutional Recyclable Materials**") from each location listed on Attachment 1.07, as directed by City:

(1) **Mixed Paper:** computer paper, white paper, colored paper, envelopes (colored or white, with or without windows), fax paper, carbonless paper, slick or glossy paper, direct (junk) mail, newspaper, manila and bleached file folders, magazines and heavily printed or coated white paper;

(2) **Source Separated Recyclables:** newspaper, metal cans, glass and plastic containers.

**d. Containers Provided.** Contractor will provide necessary containers for storage of Institutional Recyclable Materials. Contractor will also provide sufficient containers for short-term use during an "on-call" office cleanup.

**e. Placement of Containers.** City and Contractor will cooperate to select strategic locations for the containers placed at each location, in order to maximize participation while siting containers to enhance operational efficiency in collections.

**f. Routes and Driver(s).** Contractor will design a route, based on demand/frequency of collection at each site. Contractor will carefully select the driver(s) assigned to this route to insure that collections are made in an unobtrusive, professional and cooperative manner. Contractor will ensure that its driver(s) will wear a light gray uniform with Contractor's name and the driver's name displayed on the outside.

g. Delivery of Materials. Contractor will deliver all materials collected to the Transfer Station or other facility as directed by City. Revenues from the sale of the materials are the sole property of City.

## **PLANNING ASSISTANCE SERVICES**

[1.07b]4. Development Review. Promptly upon City request, Contractor will assist City in reviewing plans for proposed developments in the City with regard to the type of Solid Waste collection service that plans should provide.

**Attachment 1.07 to Exhibit 5.02**  
**Institutional & City Recycling Locations**

**Weekly**

Baylands Park 999 E. Caribbean Dr.	Fire Station #1 171 N. Mathilda Ave.
Braly Park 704 Daffodil Ct.	Fire Station #2 795 E. Arques Ave.
Cannery Park 900 W. California Ave.	Fire Station #3 910 Ticonderoga Dr.
City Hall 456 W. Olive Ave.	Fire Station #4 996 Wolfe Rd.
City Hall Annex 650 W. Olive Ave.	Fire Station #5 1120 Lockheed Way
Columbia Park 801 Morse Ave.	Fire Station #6 1282 N. Lawrence Station Rd.
Community Center 550 E. Remington Dr.	Lakewood Park 834 Lakechime Dr.
Connect Business Center 465 S. Mathilda Ave.	Las Palmas Park 850 Russet Dr.
Corporation Yard 221 Commercial Ave.	Macara Park 445 Macara Ave.
De Anza Park 1150 Lime Dr.	Mango Park 1080 Mango Ave.
Employment Development 420 S. Pastoria Ave.	Murphy Park 236 N. Sunnyvale Ave.
Encinal Park 445 N. Macara Ave.	Murphy Park/Museum 230 E. California Ave.
Fair Oaks Park 540 Fair Oaks Ave.	Nova Job Training Office 505 W. Olive Ave.
Fairwood Park 1255 Sandia Ave.	Suites 300, 500, 600, 700



Orchard Gardens Park  
238 Garner Dr.  
Ortega Park  
636 Harrow Way

Panama Park  
755 Dartshire Way

Ponderosa Park  
811 Henderson Ave.

Promatch  
420 S. Pastoria Ave.

Public Safety Headquarters  
700 All America Way

Raynor Park  
1565 Quail Ave.

Raynor Day Care Facilities  
And Activity Center  
1500 Partridge Ave.

San Antonio Park  
1026 Astoria Dr.

Serra Park  
730 The Dalles Ave.

Shirley/Lori Park  
900 W. California Ave.

Social Security Offices  
438 S. Murphy Ave.

Sunken Gardens Golf Course  
1010 S. Wolfe Rd.

Sunnyvale Chamber of Commerce  
499 S. Murphy Ave.

Sunnyvale Golf Course  
605 Macara Ave.

Sunnyvale Library  
665 W. Olive Ave.

Sunnyvale Senior Center  
550 E. Remington Ave.

Swim Center  
Washington Park  
840 W. Washington Ave.

Tennis Center  
800 Russet Dr.

Washington Park  
840 W. Washington Ave.

Water Pollution Control Plant  
1444 Borregas Ave.

## Schools

Bishop, Jarvis E. Elementary  
456 N. Sunnyvale Ave.

Cherry Chase Elementary  
1138 Heatherstone Way

Columbia Middle School  
739 Morse Ave.

Cumberland Elementary  
824 Cumberland Dr.

Cupertino Junior High School  
16509 S. Bernardo Ave.

Ellis, Stanley B. Elementary  
550 E. Olive Ave.

Fairwood School  
1110 Fairwood Ave. #B

Fremont High School  
279 Sunnyvale-Saratoga Rd.

Fremont Union High School  
District  
589 W. Fremont Ave.

Hollenbeck Elementary  
1185 Hollenbeck Ave.

Lakewood Elementary  
750 Lakechime Dr.

Marion A. Peterson Junior  
High  
1380 Rosalia Ave.

Nimitz  
545 E. Cheyenne Dr.

Ortega (4-5-6)  
592 Dunholme Way

Ponderosa

804 Ponderosa Ave.

Stocklmeir  
572 Dunholme Way

Sunnyvale Middle School  
1080 Mango Ave.

Sunnyvale School District  
Administration Offices  
830 W. McKinley Ave.

West Valley  
1635 Belleville Way

City may delete locations, substitute locations or add locations from time to time by giving Contractor 30 days prior written notice.